

TRANSFER OF CONTROL AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____ by and among the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 ("Government"); INSIGHT COMMUNICATIONS COMPANY, L.P., having an office located at 810 7th Avenue, 41st Floor, New York, New York 10019 ("Insight"); TIME WARNER CABLE INC., having an office located at 60 Columbus Circle, New York, NY 10023 ("Time Warner Cable"); and INSIGHT KENTUCKY PARTNERS II, L.P.

WITNESSETH

WHEREAS, Ordinance No. 163-92 creates a fifteen (15) year franchise (the "Franchise") for a cable television system (the "System") within the confines of the Lexington-Fayette Urban County Government; and

WHEREAS, Ordinance No. 163-92 has been amended from time to time (Ordinance No.'s 206-93, 183-95, 48-2000, 287-2002, 789-2002, 315-2004 and 301-2007 and Resolution No.'s 532-94, 108-98 and 483-99) to now be collectively known as the "Cable Franchise Agreement"; and

WHEREAS, Ordinance No. 301-2007 extended the Franchise Agreement for a period of five (5) years, retroactive to September 3, 2007, and acknowledged that the Franchise is now held by Insight Kentucky Partners II, L.P. (the "Franchisee"); and

WHEREAS, Insight and Time Warner Cable have requested Government's consent to the transfer of control of the System and Franchise from Insight to Time Warner;

NOW, THEREFORE, in consideration of the terms and conditions set forth

herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Section 1 - The Government consents to the transfer of control from Insight to Time Warner Cable which is set out in the August 15, 2011 Agreement and Plan of Merger between Insight and Time Warner Cable Inc. whereby Insight will become a wholly-owned subsidiary of Time Warner Cable.

Section 2- The consent herein granted does not constitute and shall not be construed to constitute a waiver of any obligations of the Franchisee under the Cable Franchise Agreement.

Section 3- - As a condition of the approval of the transfer of control, effective upon the closing of the Transaction (the "Closing Date"), Franchisee, as a wholly-owned subsidiary of Time Warner Cable, agrees to assume and be responsible for any all of the following obligations and liabilities that accrue on and after the Closing Date under:

- (a) The Cable Franchise Agreement;
- (b) Lexington Fayette Urban County Government Code of Ordinances;
- (c) All federal, state, and local statutes, ordinances, codes and/or regulations that accrue on and after the Closing Date; and
- (d) This Agreement between Time Warner Cable, Insight, the Franchisee and the Government.

Section 4 - As a condition of the approval of the transfer of control, effective upon the Closing Date, Franchisee, as a wholly-owned subsidiary of Time Warner Cable, agrees to cure all existing defaults and will assume the duties, obligations, liabilities and

responsibility for all acts and omissions, known and unknown, of Insight and all prior franchisees under:

- (a) The Cable Franchise Agreement;
- (b) Lexington Fayette Urban County Government Code of Ordinances;
- and
- (c) All federal, state, and local statutes, ordinances, codes and/or regulations that accrue on and after the Closing Date.

Section 6 - Pursuant to Section 12 of Ordinance No. 163-92, **Insight** agrees to pay to the Government within thirty days of a receipt for payment the amount equal to the reasonable costs which the Government may incur in connection with the above-mentioned transfer of control of the Cable Franchise Agreement, but not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

Section 7 -No party to this Agreement may assign any of its rights and duties under this Agreement without the prior written consent of the other parties hereto.

Section 8 - This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions relating hereto shall lie in Fayette County, Kentucky.

Section 9 - Franchisee shall remain subject to the penalties provided for in Section 13 of the Ordinance No. 163-92 and all other remedies available to the Government or Franchisee's subscribers that may apply in the event the Franchisee fails to comply with the provisions of this Agreement, or any applicable local, state, or federal law.

Section 10 - All covenants, representations and obligations contained in this

Agreement are deemed to be material conditions of the Agreement and the failure of the Franchisee to perform in accordance with these conditions shall be deemed a default thereof for which the Government may pursue all appropriate relief.

Section 11 - Nothing in this Agreement shall be deemed to constitute a waiver of Government's right to pursue any known or unknown default or violation of any state, federal or local law, regulation or ordinance, including, but not limited to, the Cable Franchise Agreement.

Section 12 – Nothing herein shall be deemed to constitute a waiver of the rights of any party hereto under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date first herein written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____

JAMES GRAY, MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

TIME WARNER CABLE INC.

BY: _____

ITS: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was subscribed, sworn and acknowledged before me by _____, as _____ for and on behalf of Time Warner Cable Inc., on this the _____ day of December, 2011.

My commission expires: _____

NOTARY PUBLIC

INSIGHT COMMUNICATIONS COMPANY, L.P.

BY: _____

ITS: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was subscribed, sworn and acknowledged before me by _____, as _____ for and on behalf of Insight Communications Company L.P., on this the _____ day of December, 2011.

My commission expires: _____

NOTARY PUBLIC

INSIGHT KENTUCKY PARTNERS II, L.P.

BY: _____

ITS: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was subscribed, sworn and acknowledged before me by _____, as _____ for and on behalf of Insight Kentucky Partners II, L.P., on this the _____ day of December, 2011.

My commission expires: _____

NOTARY PUBLIC

